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# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE**

**TOWN OF REMSEN**

**AND**

**TEAMSTERS LOCAL UNION NO. 294**



**JANUARY 1, 2016 - DECEMBER 31, 2018**

## **TABLE OF CONTENTS**

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - BARGAINING UNIT	1
ARTICLE 3 - MANAGEMENT RIGHTS	1-2
ARTICLE 4 - NON-DISCRIMINATION	2
ARTICLE 5 - PRODUCTIVITY	2
ARTICLE 6 - DUES DEDUCTION	2
ARTICLE 7 - LENGTH OF SERVICE	3
ARTICLE 8 – PROBATIONARY EMPLOYEE	3
ARTICLE 9 – CLASSIFICATION	3
ARTICLE 10 - SEASONAL AND SUMMER EMPLOYEES	4
ARTICLE 11 - HOURS OF WORK	4
ARTICLE 12 - CALL-BACK PAY	4
ARTICLE 13 - OVERTIME	5
ARTICLE 14 - GRIEVANCE PROCEDURE	5-6
ARTICLE 15 - RULES AND REGULATIONS	7
ARTICLE 16 - DISCIPLINE AND DISCHARGE	7
ARTICLE 17 - ABSENCES	7
ARTICLE 18 - LAYOFF	8
ARTICLE 19 - RECALL	8
ARTICLE 20 - HOLIDAYS	8-9
ARTICLE 21 - VACATIONS	9-10
ARTICLE 22 - LEAVES OF ABSENCE	10-12
ARTICLE 23 - NYST HEALTH & HOSPITAL FUND	12
ARTICLE 24 - PENSIONS	13
ARTICLE 25 - WAGES	13
ARTICLE 26 - LEGISLATIVE ACTION	13
ARTICLE 27 - WAIVER	14
ARTICLE 28 - ALTERATION OF AGREEMENT	14
ARTICLE 29 - DURATION	14-15
SIGNATORY PAGE	15

This **Agreement** made and entered into this **1st. day of January, 2004 and amended herewith** by and between the **TOWN OF REMSEN** (hereinafter referred to as the "Employer" or "Management" or "the Town") and **TEAMSTERS LOCAL UNION 294**, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the Union or the "Local").

## **ARTICLE 1** **RECOGNITION**

1:01. The Town of Remsen agrees that Teamsters Local Union No. 294, affiliated with the International Brotherhood of Teamsters, shall be the sole and exclusive representative for all employees described in Article 2 for the purpose of collective bargaining.

1:02. The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose upon its members an obligation to conduct or to participate in such strike. The Employer agrees that there shall be no lockout of employees and the Union agrees that it shall not cause or sanction, either directly or indirectly, any picketing or any other slowing down of work during the life of this Agreement. In the event of such unauthorized activity, the Union shall notify the participating employees that their activities are in violation of this Agreement, and shall cease forthwith, and the Union shall order the employees to work immediately.

## **ARTICLE 2** **BARGAINING UNIT**

2:01. The Bargaining Unit shall consist of only full time post probationary M.E.O.'s employed in the Highway Department, excluding the Highway Superintendent, Deputy Highway Superintendent, Laborers Seasonal, Temporary and all other employees of the Town of Remsen.

## **ARTICLE 3** **MANAGEMENT RIGHTS**

3:01. Without limitation upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and the Highway Superintendent shall have the right to exercise normally accepted management prerogatives, including but not limited to:

- a. the right to hire, direct, promote, discipline or discharge for cause and to maintain efficiency of employees;
- b. no employee whose most recent date of hire is prior to January 1, 2015 shall be placed on a lay-off status directly related to the Town's decision to sub-contract work performed exclusively by bargaining unit members in the past;

- c. to take whatever action is necessary to carry out the mission of the Department in cases of cases of emergency;
- d. to make reasonable rules and regulations pertaining to employees covered by this Agreement as long as such rules and regulations do not conflict with any law or provision of this Agreement; and,
- e. to determine the size of the work force.

#### **ARTICLE 4** **NON-DISCRIMINATION**

4.01: The Town of Remsen agrees that it will not discriminate in the hiring or promotion of employees because of race, religion, sex, age or national origin except where age or sex is a bona fide occupational qualification.

4.02: The Union agrees that it will not discriminate with respect to membership or representation because of race, religion, sex, age or national origin.

#### **ARTICLE 5** **PRODUCTIVITY**

5:01. The Union recognizes the necessity of continuous improvement in productivity in the Highway Department of the Town of Remsen and, in this connection, will urge its members to cooperate with the Town in accomplishing this result.

#### **ARTICLE 6** **DUES DEDUCTION**

6:01. The Town agrees that, during the life of this Agreement, it will deduct Union membership dues and assessments, if any, from the wages of employees who are members of the Bargaining Unit and of the Union upon proper authorization for such deduction by each such Union members. The amount of the monthly dues and assessments, if any, shall be certified by the Secretary-Treasurer of Local Union No. 294. The Town shall remit such deduction monies to the Union in the month in which the deduction is made.

6.02. The Union shall indemnify and save the Town of Remsen harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon check-off authorization cards signed by the individual employees and furnished to the Town for the purpose of complying with any of the provisions of this Article.

**ARTICLE 7**  
**LENGTH OF SERVICE**

7:01. Length of Service (Seniority) is defined as the length of an employee's continuous service with the Highway Department of the Town of Remsen from the last date of continuous employment within the Bargaining Unit.

7:02. The Town shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the Bargaining Unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the Unit.

7:03. An employee shall lose all seniority if he:

- (a) voluntary resigns;
- (b) is discharged for cause;
- (c) accepts gainful employment while on an approved Leave;
- (d) is on Layoff for a period in excess of one [1] year; or,
- (e) does not return upon recall.

**ARTICLE 8**  
**PROBATIONARY EMPLOYEE**

8:01. An employee is considered to be probationary for the first six [6] months of continuous employment after having been appointed to a full-time regular position in the Highway Department.

8:02. During the Probationary Period, the Town may terminate any Probationary Employee and there will be no obligation to re-employ such individual.

8:03. Upon completion of the Probationary Period, the employee shall be subject to the terms and conditions of the Collective Bargaining Agreement and his length of service shall be calculated as of the initial date of employment.

**ARTICLE 9**  
**CLASSIFICATIONS**

9:01. The classifications covered by this Agreement are in accordance with the Civil Service Law of the State of New York and the Rules and Regulations of the County of Oneida. The classification of Motor Equipment Operator is a non-competitive classification.

9:02. An employee working in a higher classification shall be paid the rate of the higher classification for all hours worked in the higher classification.

**ARTICLE 10**  
**SEASONAL AND SUMMER (TEMPORARY) EMPLOYEES**

10:01. It is understood and agreed by the Union that the Town of Remsen has the unlimited right to hire seasonal or summer [temporary] employees when the work load requires such additional employees. Such seasonal [temporary] employees are not subject to any of the terms or conditions of this Agreement, except where explicitly so stated. Seasonal employees shall only be hired as a supplement to the regular work force.

**ARTICLE 11**  
**HOURS OF WORK**

11:01. Work Day

The normal full time work day shall be eight and one-half (8 ½) hours or ten and one-half (10 ½) hours with a thirty (30) minute unpaid lunch period. The starting and ending times of each shift shall be set <sup>my</sup> mutual agreement of the Town Board and Highway Superintendent and may be changed at any time at their discretion. All weeks which contain a paid holiday shall consist of five (5) eight and one-half (8 ½) hour days.

11:02. Work Week

The regular work week for all employees of the Highway Department shall consist of forty [40] hours, Monday thru Friday.

**ARTICLE 12**  
**CALL-BACK PAY**

12:01. Call-back is defined as the return of an employee to work at the direction of Management after the conclusion of his regular work shift and before the start of his next regular shift.

12:02. In the event that an employee is called back, as defined above, such employee shall receive a minimum of three (3) hours of pay at the overtime pay rate of one and one-half (1 ½) times their regular rate.

12:03. Employee taking a sick day cannot be called in on overtime at overtime rate.

## **ARTICLE 13**

### **OVERTIME**

13:01. Employees subject to the terms and conditions of this Agreement shall receive overtime at the rate of one and one-half (1 ½) times their regular rate for all work in excess of eight (8) hours per day in any one continuous twenty-four (24) hour period beginning with the starting time of the employee's shift or in excess of forty [40] in any one work week. In lieu of premium pay for overtime in excess of eight (8) hours per day and forty (40) hours in one (1) week as defined above, the employee may choose to receive compensatory time off in the amount equal to the premium pay.

The employee may accrue compensatory time off up to a maximum of eighty (80) hours, subject to the approval of the Highway Superintendent. Such compensatory time off will not be unreasonably denied. It is agreed and understood that there will be no pyramiding of overtime, (i.e., that periods of time worked by the employee for which he is already paid overtime would not be included to compute overtime for any further overtime during the work week).

13:02. For the purpose of computing the forty (40) hours per week, employees will be credited for eight [8] hours of work for a paid holiday and/or personal leave day which falls within their scheduled work week and such employee would have worked were it not a holiday or personal leave day.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

14:01. Any difference or disagreement between the Town of Remsen and the Union, or between the Town and any employee, or group of employees, involving the meaning or application of the provisions of this Agreement shall constitute a grievance and may be taken up in the manner hereafter set forth.

14:02. The Town recognizes the right of the Union to designate or elect a Union Steward from the bargaining unit to appear on behalf of the Union to represent employees in the processing of grievances.

14:03. Time limits are established in each step of the procedure to insure that an alleged violation of the Agreement will be settled as expeditiously as possible. It is understood and agreed that if the Town fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievances shall be subject to appeal by the Union to the next higher step of the procedure. It is also agreed that no grievance is valid unless appealed within the time limits established.

14:04. Procedure

#### **Step 1.**

Any member having a grievance or any one designated member of a group having a grievance shall present the matter in writing to the Superintendent of Highways no later than ten (10) days from the date on which the grievance is alleged to have occurred or becomes known to the employee or employees. The Superintendent shall answer the grievance, in writing, within five [5] working days of the date of receipt



of the grievance.

**Step 2.**

In the event that the alleged grievance is not resolved in **Step 1**, the Union may appeal it within five (5) working days of the answer in **Step 1**, in writing, to the Town Board. The Board, or a committee of the Board, will meet within fifteen (15) working days of the date of appeal with representatives of the Union in an effort to resolve the grievance. The Board shall respond, in writing, to the grievance within ten (10) working days of the date of such meeting.

14:05. Arbitration

Any grievance within the scope of this Agreement, which is not settled in **Step 2** of the Grievance Procedure herein provided, may be submitted to an arbitrator in the manner as set forth below.

- (a) Notice of intent to appeal any grievances to an arbitrator must be filed, in writing, with the Town within seven (7) calendar days after the final decision has been given by the Town under **Step 2** of the Grievance Procedure. If such notice is not received by the Town within the seven days referred to, then the decision of the Town under the Grievance Procedure shall be final.
- (b) Within five (5) days after an Arbitration Notice has been filed, the party or parties shall request the American Arbitration Association to assign a Staff Arbitrator to conduct a hearing in accordance with its rules.
- (c) The arbitrator shall have no power to add to or to subtract from or modify any of the Agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply the provisions of this Agreement.
- (d) The arbitrator shall render his decision within thirty [30] calendar days after the closing of the arbitration proceedings. The award shall be signed by the arbitrator and one (1) copy shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the hearing, if mutually agreeable to the parties.
- (e) It is understood and agreed that the decision of the arbitrator shall be binding on the Union and its members, the employee or employees involved and the Town.
- (f) The cost for any services of the arbitrator, including fees and expenses, if any, shall be borne equally by the Union and the Town. The cost of any additional services required by either party shall be borne by the party requesting such additional service.

**ARTICLE 15**  
**RULES AND REGULATIONS**

15:01. The Town of Remsen may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees.

15:02. It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for five [5] working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

**ARTICLE 16**  
**DISCIPLINE AND DISCHARGE**

16:01. It is agreed and understood that the Town of Remsen may discipline, suspend without pay or discharge any employee of the Highway Department for proper cause pursuant to Civil Service Law of the State of New York.

16:02. It is further agreed that the Highway Department Superintendent will notify the Union Steward of any action taken under this Article.

16:03. In the event the disciplined employee desires to make a complaint concerning such discharge or suspension, he shall reduce the complaint to writing and shall present the complaint to the Union Steward. The complaint shall be signed by the employee.

16:04. If a hearing is desired, the Union Steward shall file the complaint directly in **Step 2** of the Grievance Procedure within five [5] working days, excluding Saturday and Sunday, after such discharge or suspension without pay. The procedure outlined in Article 13, Section 13:04, **Step 2** shall be followed in the processing of such complaint.

**ARTICLE 17**  
**ABSENCES**

17:01. An employee who remains away from work for any reason must notify the Highway Superintendent at least one (1) hour prior to the start of his shift.

17:02. An employee who reported his absence as outlined in Section 18:01, above, and who remains away from work for more than one (1) working week, unless on authorized Leave of Absence, shall be terminated. Should the employee believe that he has been unjustly treated, he may submit the matter to the Grievance Procedure.

## **ARTICLE 18**

### **LAYOFF**

18:01. In the event it becomes necessary to reduce the number of employees in the Highway Department, Seasonal and/or Summer (temporary) employees will first be reduced. If further reductions are necessary, the layoff will be conducted in inverse order of seniority in the classification or classifications to be reduced.

## **ARTICLE 19**

### **RECALL**

19:01. When recalling employees from layoff, the process used in effecting the layoff will be reversed, that is, the senior employee in the classification which is open will be the first to be recalled.

## **ARTICLE 20**

### **HOLIDAYS**

20:01. All regular, full-time, non-probationary employees covered by the terms and conditions of this Agreement shall be entitled to the following holidays without loss of pay during the life of this Agreement:

- |                    |                              |
|--------------------|------------------------------|
| ▪ New Year's Day   | ▪ Columbus Day               |
| ▪ President's Day  | ▪ Veteran's Day              |
| ▪ Good Friday      | ▪ Election Day               |
| ▪ Memorial Day     | ▪ Thanksgiving Day           |
| ▪ Independence Day | ▪ Day After Thanksgiving Day |
| ▪ Labor Day        | ▪ Christmas Day              |
|                    | ▪ Floating Holiday (1)       |

20:02. It is understood and agreed that, to be eligible for Holiday Pay, an employee must work the last scheduled work day prior to and the next scheduled work day following such holiday within his scheduled work week. This provision may be waived, if the reason for such absence is acceptable to Management.

20:03. When a holiday falls on Saturday, it will be observed on the previous Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

20:04. Employees who are entitled to a paid holiday and who are required to work on such Holiday will be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all hours worked on such holiday.

20:04 (A) - Any employee covered in Article 19:04, who works on New Years Day, Thanksgiving Day, Christmas Day, and Easter Sunday shall be entitled to one (1) day off for the deprivation of his/her holiday. The employee must use this day within one (1) calendar year of working the holiday.

20:05. In the event that a holiday falls within an employee's vacation period, it is understood and agreed that such vacation period will be extended by an additional day.

## **ARTICLE 21** **VACATIONS**

21:01. The vacation year for employees subject to the terms and conditions of this agreement shall extend from January 1 of each calendar year through December 31 of the same year.

21:02. Vacation allowance shall be earned on the basis of continuous service with the Town of Remsen Highway Department and each eligible employee will be credited with such earned vacation allowance as of January 1st following his anniversary date of employment with the Highway Department.

21:02 (A) - Employees, during their first twelve (12) months of continuous service, shall receive a prorated portion of five-twelfths (5/12) of one (1) day vacation for each full month of employment from his/her date of hire to January 1<sup>st</sup>.

21:03: Employees subject to the terms and conditions of this Agreement shall receive vacation allowance in accordance with the following schedule:

<b><u>LENGTH OF CONTINUOUS SERVICE</u></b>	<b><u>ALLOWANCE</u></b>
↳ After one (1) year service	Forty (40) Hours
↳ After two (2) years service	Eighty (80) Hours
↳ After five (5) years service	One Hundred Twenty (120) Hours
↳ After fifteen (15) years service	One Hundred Sixty (160) Hours
↳ After twenty (20) years service	Two Hundred (200) Hours

- Employees hired on or after January 1, 2016 shall earn vacation credits as follows:

<b><u>LENGTH OF CONTINUOUS SERVICE</u></b>	<b><u>ALLOWANCE</u></b>
↳ After one (1) year service	Forty (40) Hours
↳ After three (3) years service	Eighty (80) Hours
↳ After ten (10) years service	One Hundred Twenty (120) Hours

21:04 Employees eligible for vacation allowance in any year must submit their vacation request prior to May 1st of each year. It is understood and agreed that the vacation schedule for employees of the bargaining unit must be approved by the Highway Superintendent. The approved schedule will

be posted on the bulletin board of the Highway Department no later than May 31st. In determining the vacation schedule, the requirements of the Highway Department must be given priority. It is understood and agreed, however, that seniority will be a determining factor when two or more employees request similar vacation periods. Except in cases of a bona fide emergency, the Employer will schedule a one (1) week shutdown for vacation purposes during the month of July in each year.

21:05. It is further understood and agreed that unused vacation allowance will not accumulate.

## **ARTICLE 22**

### **LEAVES OF ABSENCE**

22:01. Sick Leave.

- (a) Each full-time regular employee shall receive credit for eight (8) hours of paid sick leave for each full month of active employment commencing from the effective date of this agreement.
- (b) All future full-time regular employees, upon completion of their probationary period, shall be entitled to the same sick leave credit retroactive to the first day of their continuous employment.
- (c) An employee may accumulate a maximum of no more than one hundred eighty (180) sick leave days or (one thousand four hundred forty 1,440 hours).
- (d) An employee who is absent from work as a result of personal illness or disability shall be paid for such days of absence because of illness or disability providing the following conditions are met:
  - i. The employee notifies the Highway Superintendent prior to the start of the shift on the first day of absence; and,
  - ii. An employee who is absent due to health related reasons for more than six (6) work days during any twelve (12) calendar month period must submit an acceptable medical doctor's written statement for all additional health related absences. Employees whose most recent date of hire is after December 31, 2015 must submit an acceptable medical doctor's written statement after four (4) illness related absences in a twelve (12) rolling month period.
- (e) An employee who is absent because of illness for six (6) working days will be placed on an official Leave of Absence. The length of such leave will be determined on the basis of the doctor's statement.
- (f) If an employee is eligible for New York State Disability Insurance or Worker's Compensation benefits, the daily dollar amount for which the employee is eligible under either of such laws shall be deducted from the employee's regular daily earnings and the Town shall pay the remainder as paid sick leave.

- (g) It is understood and agreed that the sick leave accumulation shall only be reduced by that fraction of a day represented by the difference between the employee's regular daily wage and the daily amount paid either under the New York State Disability or the Worker's Compensation Law.
- (h) If the illness or disability of an employee on a paid sick leave of absence exceeds the number of sick days the employee may have, the paid sick leave will be recorded as an unpaid leave of absence as of the day following the day any accumulated sick leave is exhausted.
- (i) Employees hired on or after January 1, 2016 shall earn four (4) hours of sick leave for each full month worked.

#### 22:02. Personal Leave

- (a) Upon completion of the probationary period each employee covered by this Agreement will be entitled to forty-eight (48) personal leave hours per year. (*this includes one (1) float day*). At the end of each calendar year, unused personal leave hours will be added to accumulated sick leave and shall become a part of the maximum allowed accumulated sick leave.
- (b) Personal leave hours are granted by the Town to enable employees to take care of personal matters, which cannot be accomplished outside of normal working hours.
- (c) Personal leave time may be used in conjunction with a holiday or vacation day. Should one or more unit employees seek the same personal day, the employee with the most seniority shall be granted such day.
- (d) Employees hired on or after January 1, 2016 shall earn eight (8) hours of personal leave for each full year worked.

#### 22:03. Bereavement Leave

- (a) In the event of a death in a regular employee's family, such employee will be granted time off with pay up to a maximum of three (3) days on which the employee had been scheduled to work from the date of death up to and including the day of the funeral.
- (b) For the purpose of such paid bereavement leave, immediate family shall be defined as the employee's spouse, child or children, step-children, parent or step-parents, brother, sister, mother-in-law, father-in-law, and legal guardian.
- (c) In the event of a death in a regular employee's family as defined in this sub-section, the employee shall receive a maximum of one (1) day of bereavement leave with pay. For the purpose of this sub-section, family shall include grandparents, grand-children, brother-in-law, sister-in-law and any blood relative whose primary place of residence is with the employee.

- (d) In order to receive bereavement leave the employee must show evidence of the relationship and of attendance at the funeral.

22:03. Jury Duty Leave

- (a) Employees who are called for Jury Duty to serve as a juror shall notify the Highway Superintendent immediately upon receiving notification of such Jury Duty obligation.
- (b) An employee on active status with at least one (1) year of seniority, who is called and reports for Jury Duty on a regular scheduled work day, will be paid the difference between the fee received for such service and his regular straight-time hourly earnings. Travel allowance, if any, is not considered as part of the Jury Duty payment. Proof of such Jury Duty service and the payment made, therefore, must be provided to the Town.
- (c) An employee so called for Jury Duty shall report for work for any portion of the working day remaining after he is excused from Jury Duty that particular day provide that such release from Jury Duty is prior to 12 o'clock noon.

22:04. Unpaid Leave of Absence

- (a) Upon presentation of a reason acceptable to the Town, an unpaid leave of absence may be granted an employee for a period not to exceed ninety (90) days. Seniority shall not accumulate during such leave.
- (b) It is understood and agreed that the granting of an unpaid leave of absence will be contingent upon the ability of the Town to employ a seasonal or summer employee to replace the employee requesting such leave if such replacement is deemed to be necessary.

**ARTICLE 23**  
**NEW YORK STATE TEAMSTERS HEALTH AND HOSPITAL FUND**

23:01. All full-time bargaining unit members who have completed his/her probationary period are eligible to participate in the Teamsters H.R.A. Health Plan as follows:

**Most recent date of hire prior to December 31, 2015**

Employee Contribution	0
Employer Contribution	100%

**Most recent date of hire after December 31, 2015**

Employee Contribution	Thirty (30%) percent of all weekly premiums
Employer Contribution	Seventy (70%) percent of all weekly premiums

**Total Weekly Premiums, Deductibles and Co-Pay shall not exceed the following rates:**

2016	\$365.65	per week
2017	\$338.53	per week
2018	\$347.33	per week

**ARTICLE 24**  
**PENSIONS**

24:01. The Town of Remsen agrees to enroll all members of the bargaining unit under the applicable New York State Retirement program.

**ARTICLE 25**  
**WAGES**

25:01. Increase wages by the following each year of this contract.

Effective	January 1, 2016	0%
Effective	January 1, 2017	2%
Effective	January 1, 2018	2.5%

25:02. Employee Allowance –

- Effective January 1, 2016, the Town of Remsen shall provide the sum of \$160.00 to each full-time employee upon receipt from the employee for the purchase of work boots.
- Effective January 1, 2017, the Town of Remsen shall provide the sum of \$170.00 to each full-time employee upon receipt from the employee for the purchase of work boots.
- Effective January 1, 2018, the Town of Remsen shall provide the sum of \$180.00 upon receipt from the employee for the purchase of work boots.

25.02. (a). The Town of Remsen shall provide five (5) uniformed t-shirts and two (2) uniformed sweatshirts each year for their employees. They must be of the fluorescent color for safety purposes.

**ARTICLE 26**  
**LEGISLATIVE ACTION**

26:01. It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, such provision shall not become effective until the appropriate legislative body has given approval.



**ARTICLE 27**  
**WAIVER**

27:01. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, The Town of Remsen and the Union, for the life of this Agreement, each agrees that the other shall not bargain collectively with respect to any subject or matter not specifically provided in this Agreement, even though such subjects of matter may not have been the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

27:02. It is understood and agreed that the above section does not bar the parties from mutually agreeing to enter into Collective Bargaining during the life of this Agreement.

**ARTICLE 28**  
**ALTERATION OF AGREEMENT**

28:01. It is understood and agreed by the parties that their terms and conditions contained in this Agreement constitute the entire Agreement and is the final and binding contract.

28:02. It is further understood and agreed that no agreements, alterations or modifications of the terms of this collective bargaining Agreement shall be made or recognized unless executed in writing between the Town of Remsen and the Union.

**ARTICLE 29**  
**DURATION**


29:01. This Agreement settles in full all of the demands of the Union and the Union agrees that it will make no further demands of any kind for the duration of the Agreement.

29:02. This Agreement shall be effective from January 1, 2016 and shall continue in full force and effect to and including December 31, 2018, and shall thereafter automatically be continued from year to year after December 31, 2018 unless notice of termination or desire to change or modify this Agreement is given by either party at least one hundred eighty [180] days before the expiration date. If such notice is forthcoming from either party, negotiations for a new Agreement will commence within thirty (30) days of such notice.

29:03. IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the 15<sup>th</sup> day of JANUARY 2016.

FOR THE TOWN OF REMSEN


10540 Academy Lane  
PO Box 308  
Remsen, NY 13438

  
Roger Helmer  
Town Supervisor

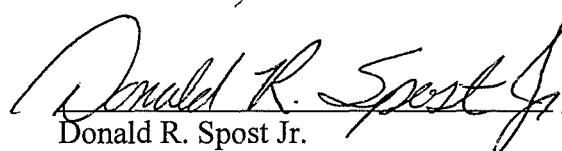
Date: \_\_\_\_\_ 20 \_\_\_\_\_

FOR THE UNION

Teamsters Local Union 294  
130 Lomond Court  
Utica, NY 13502

  
John Bulgaro  
President/PEO

Date: 12/6 20 15

  
Donald R. Spost Jr.  
Field Representative

